

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE:	§	
	§	Case No. 23-42384
SPARTAN GROUP HOLDINGS, LLC,	§	
<i>et al</i> ,	§	Chapter 11
	§	
Debtor.	§	EXPEDITED HEARING REQUESTED
	§	

**MOTION OF CADRE ATX LLC COMPEL REJECTION OF CONTRACT
WITH DEBTOR**

LBR 9007(a) NOTICE

Your rights may be affected by the relief sought in this pleading. You should read this pleading carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you oppose the relief sought by this pleading, you must file a written objection, explaining the factual and/or legal basis for opposing the relief.

No hearing will be conducted on this Motion unless a written objection is filed with the Clerk of the United States Bankruptcy Court and served upon the party filing this pleading **WITHIN TWENTYONE (21) DAYS FROM THE DATE OF SERVICE** shown in the certificate of service unless the Court shortens or extends the time for filing such objection. If no objection is timely served and filed, this pleading shall be deemed to be unopposed, and the Court may enter an order granting the relief sought. If an objection is filed and served in a timely manner, the Court will thereafter set a hearing with appropriate notice. If you fail to appear at the hearing, your objection may be stricken. The Court reserves the right to set a hearing on any matter.

TO THE HONORABLE BRENDA T. RHOADES, U.S. BANKRUPTCY JUDGE:

Cadre ATX LLC, general contractor, creditor, and party in interest (“Cadre”), files this *Motion of Cadre ATX LLC to Compel Rejection of Contract with Debtor* (the “Motion”) and in support thereof would show to the Court the following.

EXPEDITED HEARING REQUESTED

1. Cadre is filing a motion for expedited hearing concurrently with the filing of this Motion. Cadre will seek to address potential hearing dates with the Court at the hearing(s) scheduled for January 23, 2024, if time permits.

INTRODUCTION

2. Cadre is a general contractor which pre-petition engaged Spartan Concrete Construction LLC ("Spartan" or the "Debtor") as a subcontractor by execution of a subcontract dated March 16, 2023 (the "Subject Contract") in connection with the construction by Cadre for owner Dutch Bros. Coffee ("Owner" or "Dutch") of a roasting facility (the "Project") in the Melissa, Texas area.

3. Since at least November 10, 2023, the Debtor has failed and/or refused and/or has been unable to perform the Subject Contract and has caused delays in the completion by Cadre of the prime contract with the Owner.

4. Substantial completion of the prime contract is scheduled for late February, 2024. As with any prime contract, time is of the essence as a term of the prime contract.

5. Continuation of the Project beyond initial dirt work is in jeopardy because the Debtor was to have supplied the slab and other initial cement work for the Project.

6. Accordingly, pursuant to Code § 365(d)(2), Cadre respectfully requests that the Court set a deadline for the Debtor to assume or reject the Subject Contract, and that at the hearing on this Motion determine that assumption is impossible and that rejection should occur immediately.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this Motion pursuant to Sections 105, 363, 362, 365, 542, 553, and/or 1101 et seq. of the United States Bankruptcy Code, Title 11 of the U.S. Code, 11 U.S.C. §101 et seq. (the "Code" or "Bankruptcy Code"), and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules" or individually a "Bankruptcy Rule"), and 28 U.S.C. §§157 and 1334.

8. This matter constitutes a core proceeding under 28 U.S.C. §157(b).

9. Venue is proper under 28 U.S.C. §§1408 and 1409.

10. The Court has constitutional authority to decide this Motion and enter final orders under *Stern v. Marshall*, 564 U.S. 462 (2011) and its progeny.

FACTUAL BACKGROUND

Procedural background relative to this Motion.

11. On December 13, 2023, Debtors filed a voluntary petition to commence these cases.

12. On December 18, 2023, Debtor filed a motion (Docket No. 18) (the “Payments Motion”) seeking an expedited hearing and entry of the Payments Order.

13. Cadre was not included in the service of the Payments Motion. *See* Docket No. 18-2.

14. Contrary to the purported breadth of the relief sought in the Payments Motion, the Debtor used a modified, shortened service list that omitted Cadre and likely many other general contractors. *See* Docket No. 18-2.

15. Similarly, the notice of hearing for the Payments Order omits Cadre and likely many other general contractors. *See* Docket No. 32.

16. On December 27, 2023, the Court entered the Payments Order. *See* Docket No. 57.

17. The BNC notice of the Payments Order omitted Cadre, indicating that Cadre was not included in the original matrix for this case. *See* Docket No. 66.

18. Although the original problem leading to the Payments Order consisted of the over-reach and payment redirection sought by merchant cash advance and/or hard money lenders, the Payments Order, by specific intent of the Debtor, also interrupts the normal flow of payments from owners to general contractors and then to suppliers and subcontractors beneath

the Debtor. Thus, the Payments Order provides the opportunity for a windfall to the Debtor and significant harm to parties above the Debtor, including especially general contractors like Cadre.

Background related to Cadre and the Debtor.

19. The Debtor prepetition failed to pay for approximately \$500,000 of labor and materials of subcontractors ordered by the Debtor for the Project, which subcontractors now threaten Chapter 53 liens against the Owner and the Project.

20. The Debtor contends the Payments Order prohibits Cadre from directly satisfying subcontractor claims from progress payments received from the Owner, which funds actually constitute construction trust funds and/or lien proceeds that should be directed to suppliers and subcontractors, and which funds and/or claims constitute valid setoffs to any amounts that ultimately might be owed to the Debtor.

21. The Debtor promises vociferously that any attempt to direct construction trust funds and/or lien proceeds to suppliers and subcontractors will be the subject of motion practice and/or an adversary proceeding, yet the Debtor refuses or is incapable of resolving any of the payment issues caused by the Debtor and this bankruptcy.¹ The litigation threats and aggressive posture of the Debtor actually prevent the quiet resolution of these issues that usually occurs in construction cases that keeps projects on tract and without any net harm to the estate.

22. The Debtor and Cadre conducted an all-hands call, business and counsel. on January 12, 2024 to address subcontractor claims. The Debtor refused also to address the current or future performance of the contract by the Debtor.

¹ Indeed, the Payments Order should be modified to include a gating feature, whereby the Debtors must first seek leave of the Court to prosecute any motion practice or adversary proceeding involving the flow of any construction payments and/or amounts which the Debtors seek from customers of the Debtors.

23. The Debtor indicated that the Debtor wishes to negotiate the direction of construction trust funds and satisfaction of lien claims, when ultimately there is nothing to negotiate except to reduce unnecessary obstacles created by the Debtor.

24. The Debtor indicated also that these supposed or needless negotiations could commence once the Debtor and Cadre exchanged information and determined the correct amounts due to subcontractors.

25. Cadre has sent abundant information and backup documentation to the Debtor since January 12, 2024 without the Debtor providing any substantive responses.

26. The Debtor indicates that it is unable to respond, and that key personnel have left and/or insufficient resources exist to post and review invoices and then supply information to Cadre.

27. After days and weeks of engagement, Cadre is no closer to resolving any potential lien claims, while the lien deadlines of those owed money by the Debtor draws closer each day.

Subcontractors and suppliers unpaid by the Debtor, pre-petition JCAs.

28. In November, 2023, the Debtor ceased paying Subcontractors on the Project.

29. As of the filing of this Motion, Cadre is aware of at least \$522,714.38 of invoices of suppliers and/or subcontractors for labor and/or material supplied to the Project at the request of the Debtor under the Subject Contract. *See Exhibit CAD004.*²

30. Many of the Subcontractors are parties to pre-petition joint check agreements (each a “JCA” or together “JCAs”) among the Cadre, the Debtor, and the Subcontractor. Under the JCAs the Debtor and each supplier or subcontractor simultaneously receive funds to satisfy the obligations of Cadre, the Debtor and the supplier or subcontractor provide lien releases

² Cadre will consequently number its exhibits throughout this case. Exhibits CAD001-CAD003 are reserved for the contracts relating to this Motion in the event of a hearing on this Motion.

and/or lien waivers as to the invoices that are the subject of each payment, and funds would flow directly to the supplier or subcontractor in order to release the active and/or potential lien claims.

31. As discussed above, between the Payments Order and the refusal and/or inability of the Debtor to agree to payments to supplier and/or subcontractors, the JCA process with the Debtor and the supplier and subcontractors has ceased to function.

Failure of Debtor to perform contract with Cadre.

32. The Debtor also has failed to attempt any performance of the contract with Cadre related to the Project since the petition date, causing substantial delays to the Project, making the completion date impossible, and in the process damaging the reputation of Cadre.

33. Late February, 2024 is the scheduled completion date of the Project under the prime contract between Cadre and the Owner.

34. As with any prime contract, time is of the essence as a term of the prime contract.

35. Since at least November 10, 2023, and continuing since the petition date, the Debtor, without limitation, has failed to undertake the following work under the contract on the Project.

- Completion of formwork and rebar installation pursuant to a change order approved November 10, 2023;
- Completion of interior slab/equipment pads;
- Completion of site concrete paving;
- Completion of public and private sidewalks; and
- Completion of the west entry public driveway.

36. The Debtor has failed to perform this (or any) work on the Project in the month of January 2024, and the Debtor's suppliers and labor force have indicated on numerous occasions that the Debtor cannot perform its obligations going forward.

37. Furthermore, the Debtor is unwilling to buy the materials required by the contract, and/or suppliers which are not the subject of an executory contract with the Debtor (and thus free

of any Code §§ 362-365 concerns) refuse to supply additional materials to the Debtor in general and on the Project in particular because of outstanding lien claims, which lien claims are unresolved because of the Payments Order, the aggressive posture of the Debtor, and/or the delays of the Debtor.

38. One or more suppliers of materials to the Debtor have informed Cadre that the supplier(s) will no longer supply cement or other materials to the Debtor.

RELIEF REQUESTED

39. Pursuant to Code § 365(d)(2), Cadre respectfully requests that the Court set a deadline for the Debtor to assume or reject the Subject Contract as of the hearing on this Motion, and that at the hearing on this Motion determine that assumption is impossible and that rejection should occur immediately.

40. A proposed form of order is attached hereto and is incorporated by reference herein. Notice is provided that the final form of order may be changed at any hearing on this Motion.

BASIS OF RELIEF

41. The Debtor contends that the Subject Contract constitutes an executory contract.

42. As a threshold matter, Cadre would show the Subject Contract is not an executory contract because no mutual obligations remain.

43. Code §365(d)(2) provides the Court with the ability to set a time limit before confirmation by which the Debtor must reject or seek to assume the Subject Contract. What constitutes a reasonable time is left to the bankruptcy court's discretion in light of the circumstances of the particular case. *See In the Matter of Memory Lane of Bremen, LLC*, 535 B.R. 901, 906 (Bankr. N.D. Ga. 2015); *In re Kmart Corp.*, 290 B.R. 614, 619 (Bankr. N.D. Ill. 2003).

44. The Debtor should be compelled in these circumstances immediately to reject the Contract.

45. The Debtor has performed some work, but has effectively walked off the job as of November 10, 2023.

46. The Debtor has made no cognizable efforts to progress the work of the Debtor post-petition.

47. Cadre should be free to engage other cement installers at the Project.

48. Cadre engaged the Debtor to perform the initial cement work on the Project, including the installation of the slab floor of the roasting facility.

49. Simply put, the entirety of the Project is stuck at the dirt work stage because of the failure of the Debtor to make any progress whatsoever for more than ninety days on location.

50. The completion date of the prime contract is late February 2024.

51. Any delays of the completion date will negatively impact Cadre financially under the prime contract and by reputation with the Owner and in the construction industry.

CONCLUSION AND PRAYER

WHEREFORE, Cadre ATX, LLC, general contractor, creditor, and party in interest, respectfully request that the Court set a deadline for the Debtor to assume or reject the Subject Contract as of the hearing on this Motion, and that at the hearing on this Motion determine that assumption is impossible and that rejection should occur immediately. Movant respectfully requests such other and further relief to which Movant is entitled at law or in equity.

Dated: January 23, 2024

Respectfully submitted:

WEYCER, KAPLAN, PULASKI & ZUBER, P.C.

By: /s/ Jeff Carruth
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- and -

ALLENSWORTH & PORTER, L.L.P.

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**ATTORNEYS FOR
CADRE ATX LLC**

CERTIFICATE OF SERVICE

On January 23, 2024, I hereby certify that a true and correct copy of the foregoing Notice of Appearance was served upon all registered ECF users who have appeared in this case to date through the ECF noticing system.

/s/ Jeff Carruth
JEFF CARRUTH

PROPOSED FINAL ORDER

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE:

SPARTAN GROUP HOLDINGS, LLC,
et al,

Debtor.

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Case No. 23-42384

Chapter 11

**ORDER GRANTING MOTION OF CADRE ATX LLC TO COMPEL
REJECTION OF CONTRACT WITH DEBTOR (RE: DOCKET NO. 111)**

On this day came on for consideration the *Motion of Cadre ATX LLC to Compel Rejection of Contract With Debtor* (Docket No. 111) (the “Motion”) filed herein on January 23, 2024 by Cadre ATX, LLC, general contractor, creditor, and party in interest (“Cadre”). The Court finds and concludes that the Motion contained the appropriate notices under the Bankruptcy Local Rules; according to the certificate of service attached to the Motion, the Motion was served upon the parties entitled to receive notice under the Bankruptcy Local Rules; and that upon review of the record of this case and with respect to the Motion that cause exists to grant the relief requested therein.

IT IS THEREFORE ORDERED THAT:

1. The Motion is granted as set forth herein.
2. All capitalized terms shall have the same meaning as ascribed to such terms in the Motion, unless otherwise defined herein.
3. Any and all executory contract(s) between Cadre ATX LLC and Spartan Concrete Construction LLC, including the subcontract dated March 16, 2023 are hereby rejected.

4. The automatic stay of Code §362(a) is hereby lifted, annulled, and termination that Cadre ATC LLC may enforce its remedies under the rejected contract(s).
5. Cadre ATX LLC may file a proof of claim relating to the rejection of the contract(s) on or before the 90th day following entry of this Order.

Dated: _____

THE HONORABLE BRENDA T. RHOADES
UNITED STATES BANKRUPTCY JUDGE

Submitted by:

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ATTORNEYS FOR CADRE ATX LLC

	A	B	C	D	E	F	G	H	I
1	EXHIBIT CAD004								
2	Vendor: Company Name	Bill Date	Bill Number	Date Due	No. Days Overdue	Amount Due	Subsidiary:	Project	Project: Project Name
3	ABC Concrete Sawing & Trucking	9/20/2023	541406	10/20/2023	91	\$1,840.00	SCC	80231011	Dutch Bros Roasting Facility
4	ACT Saw Cutting & Removal	7/18/2023	57981	8/17/2023	155	\$1,359.50	SCC	80231011	Dutch Bros Roasting Facility
5	ACT Saw Cutting & Removal	7/20/2023	58057	8/19/2023	153	\$1,576.80	SCC	80231011	Dutch Bros Roasting Facility
6	Advanced Geodetic Surveys	7/20/2023	A2307078S	8/19/2023	153	\$979.66	SCC	80231011	Dutch Bros Roasting Facility
7	Advanced Geodetic Surveys	7/24/2023	A2307085S	8/23/2023	149	\$860.59	SCC	80231011	Dutch Bros Roasting Facility
8	Avanse Place and Finish Concrete	11/13/2023	1055	11/23/2023	57	\$6,000.00	SCC	80231011	Dutch Bros Roasting Facility
9	Blair Services	10/13/2023	1573	11/12/2023	68	\$3,500.00	SCC	80231011	Dutch Bros Roasting Facility
10	BLW Place & Finish, LLC	11/30/2023	11823	11/30/2023	50	\$5,500.00	SCC	80231011	Dutch Bros Roasting Facility
11	BLW Place & Finish, LLC	12/12/2023	11842	12/12/2023	38	\$6,705.00	SCC	80231011	Dutch Bros Roasting Facility
12	BLW Place & Finish, LLC	12/22/2023	11870	12/22/2023	28	\$7,700.00	SCC	80231011	Dutch Bros Roasting Facility
13	BLW Place & Finish, LLC	12/27/2023	11890	12/27/2023	23	\$11,426.00	SCC	80231011	Dutch Bros Roasting Facility
14	Buyers Safety LLC	8/21/2023	122310	9/20/2023	121	\$737.52	SCC	80231011	Dutch Bros Roasting Facility
15	Buyers Safety LLC	9/13/2023	123890	10/13/2023	98	\$48.68	SCC	80231011	Dutch Bros Roasting Facility
16	Colony Hardware Corporation	7/3/2023	5558213	8/2/2023	170	\$173.20	SCC	80231011	Dutch Bros Roasting Facility
17	Colony Hardware Corporation	7/20/2023	5562218	8/19/2023	153	\$1,854.87	SCC	80231011	Dutch Bros Roasting Facility
18	Colony Hardware Corporation	7/25/2023	5563163	8/24/2023	148	\$297.10	SCC	80231011	Dutch Bros Roasting Facility
19	Colony Hardware Corporation	7/27/2023	5563986	8/26/2023	146	\$43.06	SCC	80231011	Dutch Bros Roasting Facility
20	Colony Hardware Corporation	8/4/2023	5565502	9/3/2023	138	\$322.59	SCC	80231011	Dutch Bros Roasting Facility
21	Colony Hardware Corporation	8/25/2023	5570263	9/24/2023	117	\$460.85	SCC	80231011	Dutch Bros Roasting Facility
22	Colony Hardware Corporation	10/13/2023	5582373	11/12/2023	68	\$310.08	SCC	80231011	Dutch Bros Roasting Facility
23	Colony Hardware Corporation	10/13/2023	5582341	11/12/2023	68	\$441.44	SCC	80231011	Dutch Bros Roasting Facility
24	Colony Hardware Corporation	10/24/2023	5584463	11/23/2023	57	\$321.50	SCC	80231011	Dutch Bros Roasting Facility
25	Colony Hardware Corporation	12/13/2023	5595315	1/12/2024	7	\$620.77	SCC	80231011	Dutch Bros Roasting Facility
26	Ellis Construction Specialties LLC	7/31/2023	4321797S1C	8/30/2023	142	\$407.02	SCC	80231011	Dutch Bros Roasting Facility
27	Ellis Construction Specialties LLC	8/31/2023	4323156S1C	9/30/2023	111	\$407.02	SCC	80231011	Dutch Bros Roasting Facility
28	Ellis Construction Specialties LLC	9/30/2023	4324455S1C	10/30/2023	81	\$407.02	SCC	80231011	Dutch Bros Roasting Facility
29	Ellis Construction Specialties LLC	10/27/2023	4325421S1C	11/26/2023	54	\$407.02	SCC	80231011	Dutch Bros Roasting Facility
30	Ellis Construction Specialties LLC	11/30/2023	4326820S1C	12/30/2023	20	\$407.02	SCC	80231011	Dutch Bros Roasting Facility
31	HERC RENTALS INC	10/17/2023	34043171-001	11/16/2023	64	\$3,481.17	SCC	80231011	Dutch Bros Roasting Facility
32	HERC RENTALS INC	11/1/2023	34043171-002	12/1/2023	49	\$3,286.46	SCC	80231011	Dutch Bros Roasting Facility
33	HERC RENTALS INC	11/2/2023	34086570-001	12/2/2023	48	\$3,269.75	SCC	80231011	Dutch Bros Roasting Facility
34	HERC RENTALS INC	11/30/2023	34086570-002	12/30/2023	20	\$2,875.17	SCC	80231011	Dutch Bros Roasting Facility
35	HERC RENTALS INC	12/19/2023	34175928-001	1/18/2024	1	\$868.63	SCC	80231011	Dutch Bros Roasting Facility
36	HERC RENTALS INC	12/19/2023	34086570-003	1/18/2024	1	\$2,875.17	SCC	80231011	Dutch Bros Roasting Facility
37	Merino Concrete LLC	10/16/2023	139	11/15/2023	65	\$19,000.00	SCC	80231011	Dutch Bros Roasting Facility
38	Merino Concrete LLC	10/22/2023	143	11/21/2023	59	\$25,000.00	SCC	80231011	Dutch Bros Roasting Facility
39	Merino Concrete LLC	11/20/2023	152	12/20/2023	30	\$23,600.00	SCC	80231011	Dutch Bros Roasting Facility
40	North Star Reinforcing	12/9/2023	#007	12/9/2023	41	\$3,360.00	SCC	80231011	Dutch Bros Roasting Facility
41	North Star Reinforcing	12/14/2023	008	12/14/2023	36	\$6,960.00	SCC	80231011	Dutch Bros Roasting Facility
42	Performance Equipment	9/5/2023	51925	9/5/2023	136	\$407.56	SCC	80231011	Dutch Bros Roasting Facility
43	Performance Equipment	10/17/2023	52415	10/17/2023	94	\$110.42	SCC	80231011	Dutch Bros Roasting Facility

	A	B	C	D	E	F	G	H	I
1	EXHIBIT CAD004								
2	Vendor: Company Name	Bill Date	Bill Number	Date Due	No. Days Overdue	Amount Due	Subsidiary:	Project	Project: Project Name
44	Preferred Materials LLC	10/3/2023	INV16653	11/2/2023	78	\$3,734.63	SCC	80231011	Dutch Bros Roasting Facility
45	Preferred Materials LLC	10/9/2023	INV16775	11/8/2023	72	\$2,651.04	SCC	80231011	Dutch Bros Roasting Facility
46	Preferred Materials LLC	10/12/2023	INV16863	11/11/2023	69	\$842.73	SCC	80231011	Dutch Bros Roasting Facility
47	Preferred Materials LLC	10/18/2023	INV17079	11/17/2023	63	\$676.02	SCC	80231011	Dutch Bros Roasting Facility
48	Preferred Materials LLC	10/24/2023	INV17248	11/23/2023	57	\$6,570.78	SCC	80231011	Dutch Bros Roasting Facility
49	Preferred Materials LLC	11/1/2023	INV17350	12/1/2023	49	\$3,393.64	SCC	80231011	Dutch Bros Roasting Facility
50	Preferred Materials LLC	11/2/2023	INV17397	12/2/2023	48	\$1,363.41	SCC	80231011	Dutch Bros Roasting Facility
51	Preferred Materials LLC	11/7/2023	INV17528	12/7/2023	43	\$1,642.69	SCC	80231011	Dutch Bros Roasting Facility
52	Preferred Materials LLC	11/8/2023	INV17587	12/8/2023	42	\$2,156.34	SCC	80231011	Dutch Bros Roasting Facility
53	Preferred Materials LLC	11/10/2023	INV17619	12/10/2023	40	\$2,801.51	SCC	80231011	Dutch Bros Roasting Facility
54	Preferred Materials LLC	11/13/2023	INV17651	12/13/2023	37	\$11,006.32	SCC	80231011	Dutch Bros Roasting Facility
55	Preferred Materials LLC	11/15/2023	INV17745	12/15/2023	35	\$2,337.12	SCC	80231011	Dutch Bros Roasting Facility
56	Preferred Materials LLC	11/16/2023	INV17802	12/16/2023	34	\$1,637.28	SCC	80231011	Dutch Bros Roasting Facility
57	Preferred Materials LLC	11/17/2023	INV17847	12/17/2023	33	\$2,478.93	SCC	80231011	Dutch Bros Roasting Facility
58	Preferred Materials LLC	11/21/2023	INV17950	12/21/2023	29	\$2,145.52	SCC	80231011	Dutch Bros Roasting Facility
59	Preferred Materials LLC	11/22/2023	INV18007	12/22/2023	28	\$12,864.43	SCC	80231011	Dutch Bros Roasting Facility
60	Preferred Materials LLC	11/27/2023	INV18072	12/27/2023	23	\$1,211.32	SCC	80231011	Dutch Bros Roasting Facility
61	Preferred Materials LLC	11/30/2023	INV18163	12/30/2023	20	\$619.73	SCC	80231011	Dutch Bros Roasting Facility
62	Preferred Materials LLC	11/30/2023	INV18162	12/30/2023	20	\$28,753.91	SCC	80231011	Dutch Bros Roasting Facility
63	Preferred Materials LLC	12/1/2023	INV18175	12/31/2023	19	\$853.55	SCC	80231011	Dutch Bros Roasting Facility
64	Preferred Materials LLC	12/4/2023	INV18244	1/3/2024	16	\$614.32	SCC	80231011	Dutch Bros Roasting Facility
65	Preferred Materials LLC	12/4/2023	INV18232	1/3/2024	16	\$10,115.96	SCC	80231011	Dutch Bros Roasting Facility
66	Preferred Materials LLC	12/8/2023	INV18390	1/7/2024	12	\$6,077.16	SCC	80231011	Dutch Bros Roasting Facility
67	Preferred Materials LLC	12/11/2023	INV18472	1/10/2024	9	\$852.47	SCC	80231011	Dutch Bros Roasting Facility
68	Preferred Materials LLC	12/13/2023	INV18524	1/12/2024	7	\$89,290.01	SCC	80231011	Dutch Bros Roasting Facility
69	Preferred Materials LLC	12/13/2023	INV18554	1/12/2024	7	\$614.32	SCC	80231011	Dutch Bros Roasting Facility
70	Preferred Materials LLC	12/15/2023	INV18613	1/14/2024	5	\$5,057.98	SCC	80231011	Dutch Bros Roasting Facility
71	QUEST IMPORTS LLC	8/15/2023	1034	9/14/2023	127	\$3,377.40	SCC	80231011	Dutch Bros Roasting Facility
72	SkyLVL, LLC	6/24/2023	2232	7/24/2023	179	\$146.14	SCC	80231011	Dutch Bros Roasting Facility
73	SkyLVL, LLC	11/6/2023	2370	12/6/2023	44	\$730.69	SCC	80231011	Dutch Bros Roasting Facility
74	SOUTHERNCARLSON INC	9/11/2023	DT46498860	10/11/2023	100	\$69.05	SCC	80231011	Dutch Bros Roasting Facility
75	SOUTHERNCARLSON INC	10/10/2023	DT46630032	11/9/2023	71	\$718.36	SCC	80231011	Dutch Bros Roasting Facility
76	SOUTHERNCARLSON INC	10/10/2023	DT46630035	11/9/2023	71	\$312.84	SCC	80231011	Dutch Bros Roasting Facility
77	SOUTHERNCARLSON INC	10/17/2023	DT46657663	11/16/2023	64	\$118.38	SCC	80231011	Dutch Bros Roasting Facility
78	SOUTHERNCARLSON INC	10/31/2023	DT46718718	11/30/2023	50	\$1,829.06	SCC	80231011	Dutch Bros Roasting Facility
79	SOUTHERNCARLSON INC	11/22/2023	DT46820325	12/22/2023	28	\$1,365.96	SCC	80231011	Dutch Bros Roasting Facility
80	SOUTHERNCARLSON INC	11/30/2023	DT46851336	12/30/2023	20	\$1,946.68	SCC	80231011	Dutch Bros Roasting Facility
81	SUNBELT RENTALS INC	10/3/2023	138983216-0006	11/2/2023	78	\$5,379.36	SCC	80231011	Dutch Bros Roasting Facility
82	SUNBELT RENTALS INC	10/6/2023	141271978-0005	11/5/2023	75	\$4,435.89	SCC	80231011	Dutch Bros Roasting Facility
83	SUNBELT RENTALS INC	10/31/2023	138983216-0007	11/30/2023	50	\$5,379.36	SCC	80231011	Dutch Bros Roasting Facility
84	SUNBELT RENTALS INC	11/3/2023	141271978-0006	12/3/2023	47	\$3,070.41	SCC	80231011	Dutch Bros Roasting Facility

	A	B	C	D	E	F	G	H	I
1	EXHIBIT CAD004								
2	Vendor: Company Name	Bill Date	Bill Number	Date Due	No. Days Overdue	Amount Due	Subsidiary:	Project	Project: Project Name
85	SUNBELT RENTALS INC	11/10/2023	141271978-0007	12/10/2023	40	\$1,212.34	SCC	80231011	Dutch Bros Roasting Facility
86	SUNBELT RENTALS INC	11/28/2023	138983216-0008	12/28/2023	22	\$5,379.36	SCC	80231011	Dutch Bros Roasting Facility
87	SUNBELT RENTALS INC	12/11/2023	148135387-0001	1/10/2024	9	\$297.97	SCC	80231011	Dutch Bros Roasting Facility
88	SUNBELT RENTALS INC	12/29/2023	148277976-0001	1/28/2024	-9	\$2,828.88	SCC	80231011	Dutch Bros Roasting Facility
89	Texas First Rentals LLC	10/20/2023	1341417-0001	10/20/2023	91	\$3,535.45	SCC	80231011	Dutch Bros Roasting Facility
90	Texas First Rentals LLC	11/17/2023	1341417-0002	11/17/2023	63	\$3,346.01	SCC	80231011	Dutch Bros Roasting Facility
91	Texas First Rentals LLC	11/29/2023	1341417-0003	11/29/2023	51	\$189.44	SCC	80231011	Dutch Bros Roasting Facility
92	United Rentals (North America), INC.	10/4/2023	219276966-007	10/4/2023	107	\$2,774.03	SCC	80231011	Dutch Bros Roasting Facility
93	United Rentals (North America), INC.	10/7/2023	214949453-012	10/7/2023	104	\$2,798.73	SCC	80231011	Dutch Bros Roasting Facility
94	United Rentals (North America), INC.	10/11/2023	223983016-002	10/11/2023	100	\$3,565.16	SCC	80231011	Dutch Bros Roasting Facility
95	United Rentals (North America), INC.	10/19/2023	220780855-005	10/19/2023	92	\$2,917.73	SCC	80231011	Dutch Bros Roasting Facility
96	United Rentals (North America), INC.	10/22/2023	225572728-001	10/22/2023	89	\$50.99	SCC	80231011	Dutch Bros Roasting Facility
97	United Rentals (North America), INC.	10/26/2023	225705530-001	10/26/2023	85	\$376.72	SCC	80231011	Dutch Bros Roasting Facility
98	United Rentals (North America), INC.	11/1/2023	219276966-008	11/1/2023	79	\$2,774.03	SCC	80231011	Dutch Bros Roasting Facility
99	United Rentals (North America), INC.	11/4/2023	214949453-013	11/4/2023	76	\$2,798.73	SCC	80231011	Dutch Bros Roasting Facility
100	United Rentals (North America), INC.	11/8/2023	223983016-003	11/8/2023	72	\$3,565.16	SCC	80231011	Dutch Bros Roasting Facility
101	United Rentals (North America), INC.	11/16/2023	220780855-006	11/16/2023	64	\$2,917.73	SCC	80231011	Dutch Bros Roasting Facility
102	United Rentals (North America), INC.	11/20/2023	226669834-001	11/20/2023	60	\$1,364.50	SCC	80231011	Dutch Bros Roasting Facility
103	United Rentals (North America), INC.	11/21/2023	225705530-002	11/21/2023	59	\$41.14	SCC	80231011	Dutch Bros Roasting Facility
104	United Rentals (North America), INC.	11/28/2023	225705530-003	11/28/2023	52	\$24.90	SCC	80231011	Dutch Bros Roasting Facility
105	United Rentals (North America), INC.	11/29/2023	219276966-009	11/29/2023	51	\$2,774.03	SCC	80231011	Dutch Bros Roasting Facility
106	United Rentals (North America), INC.	12/2/2023	214949453-014	12/2/2023	48	\$2,798.73	SCC	80231011	Dutch Bros Roasting Facility
107	United Rentals (North America), INC.	12/5/2023	220780855-008	12/5/2023	45	\$515.03	SCC	80231011	Dutch Bros Roasting Facility
108	United Rentals (North America), INC.	12/6/2023	223983016-004	12/6/2023	44	\$3,565.16	SCC	80231011	Dutch Bros Roasting Facility
109	United Rentals (North America), INC.	12/14/2023	220780855-009	12/14/2023	36	\$1,093.11	SCC	80231011	Dutch Bros Roasting Facility
110	United Rentals (North America), INC.	12/27/2023	219276966-010	12/27/2023	23	\$2,774.03	SCC	80231011	Dutch Bros Roasting Facility
111	United Rentals (North America), INC.	12/31/2023	214949453-015	12/31/2023	19	\$2,444.75	SCC	80231011	Dutch Bros Roasting Facility
112	Versatile Industries V	5/21/2023	CRO21406	6/20/2023	213	\$349.89	SCC	80231011	Dutch Bros Roasting Facility
113	Versatile Industries V	8/13/2023	CRO24306	9/12/2023	129	\$2,192.64	SCC	80231011	Dutch Bros Roasting Facility
114	Versatile Industries V	10/8/2023	CRO26380	11/7/2023	73	\$37.45	SCC	80231011	Dutch Bros Roasting Facility
115	Versatile Industries V	11/5/2023	CRO27394	12/5/2023	45	\$933.04	SCC	80231011	Dutch Bros Roasting Facility
116	Versatile Industries V	12/3/2023	CRO28528	1/2/2024	17	\$149.80	SCC	80231011	Dutch Bros Roasting Facility
117	Versatile Industries V	12/31/2023	CRO29398	1/30/2024	-11	\$971.45	SCC	80231011	Dutch Bros Roasting Facility
118	WHITE CAP, LP	10/2/2023	10018818232	11/1/2023	79	\$88.05	SCC	80231011	Dutch Bros Roasting Facility
119	WHITE CAP, LP	10/3/2023	50023979338	11/2/2023	78	\$2,412.07	SCC	80231011	Dutch Bros Roasting Facility
120	WHITE CAP, LP	10/4/2023	50024001409	11/3/2023	77	\$2,729.33	SCC	80231011	Dutch Bros Roasting Facility
121	WHITE CAP, LP	10/4/2023	50024001408	11/3/2023	77	\$494.81	SCC	80231011	Dutch Bros Roasting Facility
122	WHITE CAP, LP	10/6/2023	50024025161	11/5/2023	75	\$200.00	SCC	80231011	Dutch Bros Roasting Facility
123	WHITE CAP, LP	10/11/2023	50024083398	11/10/2023	70	\$648.47	SCC	80231011	Dutch Bros Roasting Facility
124	WHITE CAP, LP	10/16/2023	50024141811	11/15/2023	65	\$910.17	SCC	80231011	Dutch Bros Roasting Facility
125	WHITE CAP, LP	10/16/2023	50024145717	11/15/2023	65	\$651.67	SCC	80231011	Dutch Bros Roasting Facility

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1	EXHIBIT CAD004								
2	Vendor: Company Name	Bill Date	Bill Number	Date Due	No. Days Overdue	Amount Due	Subsidiary: N	Project	Project: Project Name
126	WHITE CAP, LP	11/2/2023	50024382931	12/2/2023	48	\$1,533.69	SCC	80231011	Dutch Bros Roasting Facility
127	WHITE CAP, LP	11/7/2023	50024426693	12/7/2023	43	\$146.52	SCC	80231011	Dutch Bros Roasting Facility
128	WHITE CAP, LP	11/7/2023	50024327663	12/7/2023	43	\$818.64	SCC	80231011	Dutch Bros Roasting Facility
129	WHITE CAP, LP	11/8/2023	50024454861	12/8/2023	42	\$212.50	SCC	80231011	Dutch Bros Roasting Facility
130	WHITE CAP, LP	11/8/2023	50024440383	12/8/2023	42	\$251.58	SCC	80231011	Dutch Bros Roasting Facility
131	WHITE CAP, LP	11/13/2023	50024506784	12/13/2023	37	\$508.55	SCC	80231011	Dutch Bros Roasting Facility
132	WHITE CAP, LP	11/14/2023	50024513726	12/14/2023	36	\$2,384.49	SCC	80231011	Dutch Bros Roasting Facility
133	WHITE CAP, LP	11/20/2023	50024597987	12/20/2023	30	\$426.72	SCC	80231011	Dutch Bros Roasting Facility
134	WHITE CAP, LP	11/21/2023	50024606642	12/21/2023	29	\$378.55	SCC	80231011	Dutch Bros Roasting Facility
135	WHITE CAP, LP	11/22/2023	50024617444	12/22/2023	28	\$2,560.12	SCC	80231011	Dutch Bros Roasting Facility
136	WHITE CAP, LP	11/29/2023	50024678394	12/29/2023	21	\$1,286.01	SCC	80231011	Dutch Bros Roasting Facility
137	WHITE CAP, LP	12/4/2023	50024726475	1/3/2024	16	\$3,167.40	SCC	80231011	Dutch Bros Roasting Facility
138	WHITE CAP, LP	12/5/2023	50024737790	1/4/2024	15	\$6,713.73	SCC	80231011	Dutch Bros Roasting Facility
139	WHITE CAP, LP	12/12/2023	50024831149	1/11/2024	8	\$48,244.26	SCC	80231011	Dutch Bros Roasting Facility
140	WHITE CAP, LP	11.14.2023	50024518670			\$1,137.60			Spartan Does Not Show
141					TOTAL	\$522,714.38			
142	C:\Users\jcarruth\ND Office Echo\VAULT-C9SL7ZTY\[Copy of Dutch Bros Current AP Report 01.19.24 4872-0162-0383 v.1.xlsx]CashDisbursementsReport								